

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 16TH day of JANUARY, 2000, by and between MEHARI WEDEMARIAH Trading as GREEN ISLAND CAFE HEAVEN + HELL (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C and Kalorama Citizens Association (hereinafter the "Protestants"), witnesses:

Whereas Applicant has filed an application (# 23016) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as GREEN ISLAND CAFE HEAVEN + HELL, located at 2327 18TH STREET, N.W., Washington, D.C.,

Whereas Protestants have filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	5:00 P.M. - 2:00 A.M.	5:00 P.M. - 2:00 A.M.	5:00 P.M. - 2:00 A.M.	5:00 P.M. - 2:00 A.M.	5:00 P.M. - 3:00 A.M.	5:00 P.M. - 3:00 A.M.	5:00 P.M. - 2:00 A.M.

Roof: DECK SAME AS ABOVE

Patio(s): WHAT D.C. CODE REQUIRES FOR HOURS STATED ABOVE

(If hours are different on different floors please indicate)

N/A

2. Seating. Seating capacity will not exceed:

GREEN ISLAND HEAVEN  
 Interior tables: 50 Interior bar: 132 Patio(s) 16 : Roof: DECK  
 FIRST FLOOR SECOND FLOOR  
 COMBINED 410 FOR 2225 + 2327 18TH  
 (Please indicate by floor, if more than one floor will have seating) — HELL - BASEMENT LEVEL 50

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Applicant agrees to install an additional layer of plexiglass type window treatment to all front windows of Heaven, also to install a product such as "Absorbant" sound on the inside front walls of Heaven. These improvements will be completed within a period of 60 (SIXTY) days from the date of this agreement. Applicant further agrees to keep the three casement windows on the first floor front of Green Island Cafe closed beginning at 10 P.M. each night of operation. Applicant agrees that the noise level of Hell will comply with D.C. and ABC Regulations as described above. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress or egress to or from the premises. There shall be no music played on the roof. As the other parts of the establishment each have doors off the main interior hallway, the main door of the establishment, near the sidewalk, may remain open.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

N/A

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement. This Voluntary Agreement is entered into by all parties willingly and is in no way meant to be punitive. Rather, the signatories view this agreement as a sign of good will between this business and the community.

APPLICANT:

By: 

PROTESTANTS:

Andrew James Misuk 16 JAN 01  
Advisory Neighborhood Commission 1C  
By: Andrew James Misuk  
Chairman ANC 1C

Denis I. E. James 1.16.2001  
Kalorama Citizens Association  
By: DENIS I. E. JAMES, ABC LICENSING CHAIR  
FOR KALORAMA CITIZENS ASSOCIATION